Permit #F00153082

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00153082 **Type of Permit:** FILMING **Release Date:** 06/18/2019

Production Company WINDFALL FILMS

Insured Company Name WINDFALL FILMS
Contact Phone No. 1 310-962-7570
Contact Phone No. 2
Fax
Address 13900 MARQUESAS WAY
LOS ANGELES, California 90292

Production Title BUILDING GIANTS

Type of Production Documentary

Producer Mark Atwill

Director Mark Atwill

1st AD Phil Holmes

Production Manager Farne Sinclair

FilmL.A. Coordinator Melissa Levine

Location Manager Mark Atwill
Primary Phone Mobile - 077-759-05092
Secondary Phone

Location Assistant Mark Atwill
Primary Phone Mobile - 077-759-05092
Secondary Phone

Fees

FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$685.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00

Total Permit Fee $770.00

Number of Locations 3

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Permit #F00153082

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www.filmla.com

Summary Information — Location

Permit Number	F00153082	**Location Manager**	Mark Atwill
Production Company	WINDFALL FILMS	Primary Phone	Mobile - 077-759-05092
Insured Company	WINDFALL FILMS	Secondary Phone	
Production Title	BUILDING GIANTS		

Location Address Metro Station, Wilshire Blvd & Western Ave, Los Angeles, CA, 90010

Location Type MTA Station

Film Dates
6/19/2019 - 6/19/2019 06:00 - 22:00 1 day
6/20/2019 - 6/21/2019 06:00 - 22:00 2 days
6/24/2019 - 6/25/2019 06:00 - 22:00 2 days
6/29/2019 - 6/29/2019 06:00 - 22:00 1 day
7/1/2019 - 7/2/2019 06:00 - 22:00 2 days

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached document Windfall contract_Fully Executed.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	1

Personnel on Location

Type	Quantity
Crew	2

Filming Activities Camera on sticks; Handheld equipment; Interior and exterior dialogue; Interior and exterior motion without sound;

Jurisdiction **Political:** Los Angeles City - Council District 10 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 633 **Grid:** H2

Approvals LOS ANGELES CITY POLICE DEPARTMENT Gabriel Martinez

Parking

Base Camp
Location Type : Filming Location

Parking Notes
No parking required

Crew Parking
Location Type : Filming Location

NO PERMIT

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Summary Information

Location

Permit Number	F00153082	**Location Manager**	Mark Atwill
Production Company	WINDFALL FILMS	Primary Phone	Mobile - 077-759-05092
Insured Company	WINDFALL FILMS	Secondary Phone	
Production Title	BUILDING GIANTS		

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Summary Information — Location

Permit Number F00153082
Production Company WINDFALL FILMS
Insured Company WINDFALL FILMS
Production Title BUILDING GIANTS

Location Manager Mark Atwill
Primary Phone Mobile - 077-759-05092
Secondary Phone

Location Address Grand Ave Arts/Bunker Hill, Los Angeles, CA, 90012

Location Type MTA Station

Film Dates 6/26/2019 - 6/26/2019 06:00 - 22:30 1 day
6/27/2019 - 6/27/2019 06:00 - 23:30 1 day

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached document Downtown Filming Guildelines 2010.03.01.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	1

Personnel on Location

Type	Quantity
Crew	2

Filming Activities Camera on sticks; Handheld equipment; Interior and exterior dialogue; Interior and exterior motion without sound;

Jurisdiction **Political:** Los Angeles City - Council District 14 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Approvals LOS ANGELES CITY POLICE DEPARTMENT Gabriel Martinez

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information — Location

Permit Number	F00153082	**Location Manager**	Mark Atwill
Production Company	WINDFALL FILMS	Primary Phone	Mobile - 077-759-05092
Insured Company	WINDFALL FILMS	Secondary Phone	
Production Title	BUILDING GIANTS		

Location Address S Santa Fe Ave & E 6th St, Los Angeles, CA, 90013

Location Type Intersection

Film Dates 6/19/2019 - 6/19/2019 06:00 - 22:00 1 day
6/28/2019 - 6/28/2019 06:00 - 22:00 1 day

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached document Arts District Guidelines Revised April 29 2009.pdf

Equipment on Location

Type	Quantity
Camera cars	1

Personnel on Location

Type	Quantity
Crew	2

Filming Activities Camera on sticks; Handheld equipment; Interior and exterior dialogue; Interior and exterior motion without sound;

Jurisdiction **Political:** Los Angeles City - Council District 14 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 634 **Grid:**

Approvals LOS ANGELES CITY POLICE DEPARTMENT Gabriel Martinez

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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[DATE] **License Agreement #[NUMBER]**

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

RIGHT OF ENTRY AND LICENSE AGREEMENT

This Right of Entry and License Agreement ("Agreement") dated April 17, 2019, for reference purposes only, is made by and between **The Los Angeles County Metropolitan Transportation Authority**, a public entity organized under the laws of the State of California ("METRO") and Windfall Films Limited , a corporation with principal address located at **1 Underwood Row, London N1 7LZ** ("LICENSEE").

RECITALS

A. METRO is responsible for operating and maintaining a mass transit system for the County of Los Angeles. METRO owns property located at multiple sites throughout Los Angeles County.

B. LICENSEE desires to use that certain METRO property described in Schedule A attached hereto and incorporated herein by this reference (the "METRO Property") for a production of a television docuseries about design and construction of large structures which is entitled **"Building Giants"**, hereinafter referred to as the "Production". The Production may consist of technical support people ("Production Crew") who will participate in the Production. LICENSEE has requested permission to use the License Property for the purpose of making the Production and METRO is willing to grant LICENSEE the right to use the METRO Property, pursuant to the terms and conditions of this Agreement.

AGREEMENT

For the consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, METRO and LICENSEE agree as follows:

1. Grant of Right of Entry. METRO hereby grants to LICENSEE, permission to enter the METRO Property listed in Schedule A, at dates and times mutually agreed upon between the parties in writing, and for purposes of the Production and for no other use (the "Permitted Use"), subject to the terms and conditions of this Agreement. The parties permitted to use the METRO Property for the Permitted Use are LICENSEE and the Production Crew (collectively, "LICENSEE Parties").

    a. Use Limitations: LICENSEE may not transport or use any equipment (including, but not limited to, hand held photography and video equipment) or vehicle on the METRO Property without the prior written consent of METRO, which consent shall be made in METRO's sole determination upon review of a written request from LICENSEE given no less than 48 hours' prior to the desired date of use; such written request shall include the description of the vehicle or equipment and its intended use on the Metro Property as well the date(s) and time(s) on which LICENSEE desires to bring such equipment or vehicle on to the Metro.

2. Term. The term of this Agreement shall be for eight months, April 19, 2019 through November 18, 2019 (the "Term"), which Term may be extended by mutual written agreement of the parties.

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3. No Interference. LICENSEE agrees that it will not impede any construction, project work and services, passenger traffic flow, delay service, or affect the safety of METRO, its employees, contractors, consultants or customers.

4. METRO Employees. LICENSEE will not hire METRO employees, agents, consultants or contractors in the Production as actors, film extras, or background players unless METRO has given LICENSEE express written permission to do so. LICENSEE must obtain releases from any METRO employees, agents, consultant, or contractor prior to using them in the Production. This Section 4 shall survive any termination of this Agreement.

5. Subordinate Interest. LICENSEE acknowledges that any and all permission granted by METRO in this Agreement in connection with the Production is (i) subordinate to METRO's obligations to employees, passengers, and general public, and (ii) subject and subordinate to the prior and continuing right and obligation of METRO to use the METRO Property in the exercise of its powers and the performance of METRO's duties, including any construction, project work, operational needs, safety and other duties associated with a public transportation body.

   The permission granted by METRO in this Agreement is also subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title which may affect the Premises now or hereafter, and the words "grant" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

6. Releases and Consents. LICENSEE will be solely responsible for obtaining all required releases and consents for the reproduction or use by LICENSEE of any signs, displays, trademarks, service marks, trade names, artwork, posters, wall hangings or any other intellectual property recorded by LICENSEE or appearing in the Production. A listing of Metro artwork and artist contact information is available upon request. LICENSEE will defend, indemnify and hold harmless METRO, its employees and agents, from any and all claims, causes of action, liabilities, damages, costs and expenses including, without limitation, attorney's fees, arising from LICENSEE's failure or alleged failure to obtain any releases or consents as described herein. This Section 6 shall survive any termination of this Agreement.

7. Workers' Compensation. LICENSEE agrees to cover its employees with Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code. The policy must specifically cover all people and risks involved in this Agreement.

8. Indemnity. LICENSEE will defend, indemnify and hold harmless METRO, its subsidiaries and their respective directors, officers, employees, agents, contractors, successors and assigns, from any and all claims, causes of action, liabilities, damages, costs and expenses including, without limitation, attorney's fees, arising out of or incidental to or in connection with (i) LICENSEE Parties' entry and use of the METRO Property; (ii) any personal injury, including death, to any person whatsoever, any damage to property of any person whatsoever and economic loss to any person whatsoever (iii) LICENSEE Parties' breach of this Agreement; and (iv) any acts, omission, negligence, or willful misconduct of LICENSEE Parties in connection with the use of the METRO Property or any portion thereof. This Section 8 shall survive any termination of this Agreement.

9. Assumption of Risk and Release. LICENSEE uses the METRO Property in the "as is" condition. LICENSEE, on behalf of itself, its officers, employees, agents, contractors, invitees and any other person claiming by, through or under LICENSEE, hereby releases METRO, its subsidiaries and their respective officers, directors, agents, contractors and employees from any and all claims,

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cause of action, liabilities, damages, costs and expenses that arise from LICENSEE's use of the METRO Property, including, without limitation, structures, lots, buses, trains, rail stations, elevators, staircases, platforms and terminals, except for third party negligence, METRO's gross negligence, or METRO's intentional wrongdoing.

In connection with this Section 9, LICENSEE expressly waives all rights under California Civil Code Section 1542, which provides that:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

(LICENSEE Initials) [ ]

The release set forth in this Section 9 shall survive the termination of this Agreement.

10. Compliance with Laws. LICENSEE will comply with all applicable laws, ordinances, regulations, standard operating procedures, construction project site rules and procedures, administrative procedures, and any other applicable rules and regulations in its use of METRO Property.

11. Alterations, Clean Up. Upon the expiration of the Term, LICENSEE shall leave the METRO Property in the same condition as at the beginning of the Term.

12. Special Effects. LICENSEE may not use any special effects, pyrotechnics, or smoke effects without the prior written consent of the METRO in advance of such use, which consent shall not be unreasonably withheld.

13. Grant of License. METRO owns trademark rights to its M Logo and M Metro Logo. Subject to the terms of this Agreement, METRO hereby grants to LICENSEE, its successors and assigns, a non-exclusive license ("License") to use:

    (i) METRO's name, trademark, service marks and logos in connection with the Production, provided that use is only for Production or promotion of Production. Any other use of METRO logos requires METRO's approval and written consent. This Section 14 shall survive any termination of this Agreement.

    (ii) Any METRO owned video footage or photographs that METRO provides to LICENSEE for the purpose of the Production.

    (iii) With separate express written authorization from METRO, other intellectual property material produced and owned by METRO and provided by METRO to LICENSEE for the purposes of the Production.

14. Ownership of Production. LICENSEE will irrevocably own all rights, title and interest, including the copyright, in and to the filming, photography and/or sound recordings in any present or future media, throughout the universe in perpetuity to be used or disposed of, without limitation, at the sole discretion of LICENSEE, and solely to the extent that such rights are utilized for and in

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connection with the Production, which rights may be extended for use other than the Production with the separate express written agreement of METRO (such agreement not to be unreasonably withheld or delayed).

LICENSEE has the right to license, assign and otherwise transfer any and all rights granted by METRO to the film, photographs, and recordings taken by LICENSEE on or about the METRO Property, in whole or in part, to any person or entity. This Section 14 shall survive any termination of this Agreement.

15. Copies to METRO. Following first transmission of the Production LICENSEE shall provide METRO with a copy of the Production and METRO shall have the non-exclusive right to use a DVD of the Production for internal corporate use and, if necessary, to upload the Production to a METRO password protected intranet. Prior to the first transmission of the Production in the United States and working in conjunction with the US broadcast METRO shall also be entitled to upload an agreed 3-minute clip from the Production on the METRO branded website only for the purposes of promoting the Production and METRO's participation of the same and the LICENSEE shall provide METRO with the details of the US broadcaster's press and public relations contact when available. METRO shall not be entitled to disseminate the Production to the public in any way or make any other proposed use of the Production without first obtaining LICENSEE's prior written consent.

16. Prohibited METRO Portrayal Viewing and Approval. All filming/photography pursuant to this Agreement must be consistent with METRO policies. Further, LICENSEE must not portray METRO or transit, METRO employees, contractors, consultants, or agents, in a n unfair manner in the Production.

    Prior to the commencement of filming/photography, LICENSEE shall submit LICENSEE's filming/photography proposal to METRO for METRO's prior written approval. METRO will review LICENSEE's filming/photography proposal to determine if METRO's image is portrayed negatively and that that the filming/photography proposed is consistent with METRO policies. The filming/photography proposal approved in writing by METRO shall be attached to the fully executed Agreement as Exhibit A.

    Prior to any transmission or dissemination of the Production, LICENSEE shall provide METRO the right to view those parts of the Production that contain METRO its officers, contractors, consultants, agents or employees in the final cut of the Production in order to give METRO a reasonable opportunity to comment and consent on any matters of factual inaccuracy, defamation and confidentiality. METRO's comments to be received by LICENSEE within five (5) days of METRO's receipt of the final cut of the Production. LICENSEE shall not transmit or disseminate the Production in any manner or part prior to METRO's written consent, such consent shall not be unreasonably withheld. Parties agree to work in good faith toward a METRO approved Production. Failure of METRO provide LICENSEE with its comments within five (5) days shall be deemed consent to the Production unless LICENSEE grants METRO an extension of time.

    This Section 16 shall survive any termination of this Agreement.

17. Without prejudice to the foregoing each party will indemnify and keep the other fully and effectively indemnified against all actions, costs, losses, claims and expenses of whatsoever kind or nature arising from any breach or non-performance [or threatened breach or non-performance]

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of any of the warranties, representations, undertakings or obligations on the indemnifying party's part contained in this Agreement.

18 Insurance. The use of the METRO Property by LICENSEE's Production Crew is conditioned upon receipt by METRO of the following documents from LICENSEE:

a. Insurance Requirements. LICENSEE must provide a Certificate of Insurance evidencing coverage on an Acord (or equivalent) form. The Certificate must name Los Angeles County Metropolitan Transportation Authority (METRO) as an additional insured, and include the following insurance requirements:

i. Minimum Scope of Insurance
Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001 or equivalent).
2. Insurance Services Office form number CA0001 (or equivalent) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

ii. Minimum Limits of Insurance
LICENSEE shall maintain limits no less than:
1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation to comply with California's statutory requirements.

iii. Other Insurance Provisions
The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:
1. Los Angeles County Metropolitan Transportation Authority (METRO) and its respective subsidiaries, officials, officers, agents and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the LICENSEE; products and completed operations of the LICENSEE; premises owned, occupied or used by the LICENSEE; or automobiles owned leased, hired or borrowed by the LICENSEE. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to METRO, its subsidiaries, officials and employees.
2. For any claims related to this project, the LICENSEE's insurance coverage shall be primary insurance as respects METRO, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by METRO shall be excess of the LICENSEE's insurance and shall not contribute with it.

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3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to METRO, its subsidiaries, officials and employees.
4. The LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to METRO.
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of METRO.
7. LICENSEE shall endeavor to ensure coverage is not excluded for activities within fifty feet of rail operations by the commercial general liability policy.

iv. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and amounts over $25,000 approved by METRO.

v. Acceptability of Insurers
Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by METRO.

vi. Verification of Coverage
LICENSEE shall furnish METRO with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by METRO before work commences. If requested by METRO, the LICENSEE shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

vii. Subcontractors
LICENSEE shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. If requested by METRO, the LICENSEE shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

b. A copy of LICENSEE's insurance company's endorsement naming METRO as additional insured and waiver of subrogation as required for workers' compensation.

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19 Governing Law; Severability. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. The parties agree that any litigation related to this Agreement will be filed only in California or United States courts located in Los Angeles, California. If any part of this Agreement is void through operation of law, this Agreement shall be valid as to its remaining terms. This Section 19 shall survive any termination of this Agreement.

20 METRO Reserved Right to Terminate. METRO may terminate the Right of Entry and License granted by this Agreement immediately if LICENSEE, Production Crew, or LICENSEE Parties fail to comply with instructions from METRO or The Hollywood Location Company's personnel relating to safety, operational, or emergency procedures. METRO's determination of whether an instruction relates to safety, operational, or emergency procedures will be final, conclusive, and binding. METRO agrees to act reasonably in its decision to terminate this Agreement and will give LICENSEE a reasonable opportunity to comply with a safety, operational or emergency procedure, and prior to termination.

21 Use of Production. Nothing contained in this Agreement obligates LICENSEE to produce, distribute, advertise or otherwise use any portion of the Production. This Section 21 shall survive any termination of this Agreement.

22 Force Majeure. METRO's and LICENSEE's failure to perform any term or condition of this Agreement as a result of conditions beyond their control such as, but not limited to, terrorist threats or acts, war, strikes, fires, floods, acts of God, power failures, or damage or destruction of any kind, shall not be deemed a breach of this Agreement.

23 Subject to the provisions of this agreement and to the due performance of METRO's obligations hereunder LICENSEE shall put forward to the commissioners/financiers of the Production for consideration the credit substantially in the form "Thank you to Los Angeles County Metropolitan Transportation Authority (Metro)" Provided LICENSEE has notified relevant third parties of the provisions of this clause no inadvertent failure by LICENSEE to comply with the provisions of this clause and no failure of such third parties to accord METRO the credit in accordance therewith shall constitute a breach of this agreement by LICENSEE and in no event shall METRO be entitled by virtue of such failure to enjoin or restrain the distribution or exhibition of or advertising or publicity for the Production.

24 Notices. All required notices must be in writing and delivered to all parties listed below. Acceptable delivery is by personal service, including express or courier service; prepaid registered or certified mail with return receipt requested; or facsimile.

METRO:
The Los Angeles County Metropolitan Transportation Authority
c/o Joni Goheen, DEO, Public Relations
One Gateway Plaza
Mail Stop: 99-19-8
Los Angeles, CA 90012-2952
Phone: (213) 922-6931

LICENSEE:
Windfall Films Limited
c/o Birte Pedersen, Head of Production
1 Underwood Row

NO PERMIT

London N1 7LZ
Phone +44 (0)20 7251 7676

This Section 24 shall survive any termination of this Agreement.

25 Amendments. No amendments or modifications to this Permit shall be of any force, value or effect unless the amendment or modification is in writing and signed by the Parties hereto. This Section 25 shall survive any termination of this Agreement.

26 Attorneys' Fees and Costs. If any litigation or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of this Permit the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses and attorneys' fees trial and on appeal, including, without limitation, a sum for time expended by in-house attorneys and paralegals. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based on the party receiving a net monetary recovery. This Section 26 shall survive any termination of this Agreement.

27 Section Headings. The heading of the Sections of this Permit are provided solely for convenience of reference and are not intended to govern, limit or aid in the interpretation or construction of any term or provision of this Agreement. This Section 27 shall survive any termination of this Agreement.

28 Exhibits and Recitals. The Recitals above and all schedules and exhibits attached to this Agreement are incorporated herein by this reference. This Section 28 shall survive any termination of this Agreement.

29 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Agreement.

[SIGNATURES ON NEXT PAGE]

NOT A PERMIT

[DATE]

License Agreement #[NUMBER]

For Los Angeles County Metropolitan Transportation Authority

By: _____ Date: 05/15/19
(Signature)

Joni Goheen
(Printed Name)

Title: DEO Public Relations

Windfall Films Limited

By: _____ Date: May 14, 2019
(Signature)

Birte Pedersen
(Printed Name)

Title: Head of Production

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[DATE] **License Agreement #[NUMBER]**

Schedule A

Crenshaw/LAX Project

The Crenshaw IPMO is located as 3699 Crenshaw Boulevard, Los Angeles, CA 90016.

Project Stations (from North to South) -Under construction:

1. Expo/Crenshaw Crenshaw Blvd & President Obama Blvd.
2. Martin Luther King Jr. Crenshaw Blvd. & Martin Luther King Jr. Blvd.
3. Leimert Park Crenshaw Blvd. & 43rd Place
4. Hyde Park Crenshaw Blvd. & Slauson Avenue
5. Fairview Heights West Blvd. & E. Redondo Blvd.
6. Downtown Inglewood Florence Avenue & La Brea Ave.
7. Westchester/Veterans Florence Ave. & Hindry Ave.
8. Aviation/Century Aviation Blvd. & Century Blvd.
9. Division 16: Southwestern Maintenance Yard - Completed in March 2019, located at 5600 Arbor Vitae, Los Angeles, CA 90045

Regional Connector

For the Regional Connector Project, the IPMO office address is: 432 E. Temple St. 90012. Metro wants this location to be the primary check-in site for the production company and avoid having the crew arrive unannounced to the construction sites below without prior coordination with Metro.

For Regional Connector station construction filming, the following locations will be involved:

1. 1st/Central Station – 105 S. Alameda St, Los Angeles, CA 90012
2. 2nd/Broadway – 201 S. Spring St, Los Angeles, CA 90012
3. 2nd/Hope –715 W. 3rd St, Los Angeles, CA 90071
4. 4th and Flower entrance point – 715 W. 3rd St, Los Angeles, CA 90071

Purple Line

Wilshire/Western Metro Purple Line Station, 3775 Wilshire Boulevard, Los Angeles 90005.

1. Wilshire/La Brea Station construction site, 5301 Wilshire Boulevard, Los Angeles, CA 90036
2. Wilshire/Fairfax Station construction site, 6006 Wilshire Boulevard, Los Angeles, CA 90036
3. Wilshire/La Cienega construction site, 8485 Wilshire Boulevard, Beverly Hills, CA 90211
4. Wilshire/Rodeo Station construction site, 9461 Wilshire Boulevard, Beverly Hills, CA 90212
5. Constellation/Avenue of the Stars station construction site, corner of Constellation and Avenue of the Stars, Century City, CA 90067

NO PERMIT

[DATE] **License Agreement #[NUMBER]**

:

Exhibit A

Filming-Photography Proposal

Crenshaw/LAX
The Metro Crenshaw/LAX Line will extend from the existing Metro Exposition Line at Crenshaw and Exposition Boulevards. The Line will travel 8.5 miles to the Metro Green Line and will serve the cities of Los Angeles, Inglewood and El Segundo; and portions of unincorporated Los Angeles County. The new Metro Rail extension will offer an alternative transportation option to congested roadways and provide significant environmental benefits, economic development and employment opportunities throughout Los Angeles County. Riders will be able to make easy connections within the entire Metro Rail system, municipal bus lines and other regional transportation services.

The Crenshaw/LAX Transit Project will serve the Crenshaw District, Inglewood, Westchester and surrounding area with eight stations at Expo/Crenshaw, Martin Luther King Jr., Leimert Park, Hyde Park, Fairview Heights, Downtown Inglewood, Westchester/Veterans and Aviation/Century.

FILMING MILESTONE POSSIBILITIES:
February 2019
- Completion of the SWY
- Green Tie-in - including filming train testing on board trains and in control centre

March 2019 - May 2019
The restoration of the UG3 area at Crenshaw Bl is scheduled in phases at the following intersections:
- 60th (9-day closure)
- 60 St to 63 St (17-day closure)
- 63 St to Hyde Park (17-day closure)
- Hyde Park to 67 St (25-day closure)

The work will entail removing deck panels/beams, excavating to pile cut-off elevation, pile cut-off, include installation/supporting of underground utilities, waterproofing, backfill, installation of conduits, roadway paving and striping. Also, during the closures the civil team plans on constructing the new C&G, and ADA ramps in the area. During the closures local access will be provided to the residents on the closed blocks and will be controlled by flaggers (thru traffic will be restricted).

The filming crew is welcome to document the train stations progress.

LA Metro's Regional Connector Transit Project
The $1.75 billion Regional Connector Transit Project is a 1.9-mile underground light-rail extension that will connect the Metro Blue, Expo and Gold Lines in downtown Los Angeles and will include three new stations at 1st Street/Central Avenue, 2nd Street/Broadway and 2nd Place/Hope Street. The rail line is expected to serve 88,000 riders daily, including 17,000 new riders. It will save commuters up to 20 minutes by reducing the need to transfer. The line will provide a one-seat, one fare ride for commuters from Azusa to Long Beach and from East Los Angeles to Santa Monica. The project is scheduled to be completed in late 2021.

The new Metro rail extension will offer an alternative transportation option to congested roadways, provide significant environmental benefits and spur economic development throughout the county.

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Through improved connectivity, riders will be better able to use the entire Metro Rail system, municipal bus lines and other regional transportation services.

For more information on the Regional Connector Transit Project got to metro.net/regionalconnector.

For 2019, since tunneling has been completed, the project is focused primarily on station construction, however there are several other ongoing activities, listed below that might be of interest to a film crew. The Regional Connector folks are flexible with respect to hosting a tour or interviews this year so suggest that Windfall propose some dates and we'll do our best to accommodate.

- TUNNEL - Walkway Concrete - 1/C to 2/B – Feb 2019
- TUNNEL - Walkway Concrete - 2/B to 2/H – Apr 2019
- FLOWER Cut & Cover Excavation – Jun 2019
- FLOWER North Invert/Walls – May 2019 / Aug 2019
- Crossover Excavation – Mar 2019
- SEM (2/B Crossover Area) Invert/Walls – Aug 2019
- 1st Street Cut & Cover Excavation – Jun 2019
- Wye Invert/Walls – Apr 2019
- Precast Floating Slabs 2/H to 2/B – Aug 2019
- 2/H Station Concourse Level Walls – Jun 2019
- 2/B Station West Concourse Level Slabs and walls – Aug 2019
- 1/C Station Lower Ancillary Walls – Aug 2019
- The bulkhead demo & removal for tie-in to the 7th/Metro station planned for May 2019

Purple Line Extension

Project Summary

The Purple Line Extension, now under construction, is one of the highest priority transit projects in Los Angeles County. Metro is now building a nine-mile extension of the subway from Koreatown to the VA Hospital in Westwood, the first heavy rail transit project to directly connect downtown Los Angeles with the jobs-rich, dense Westside. It promises to be a game-changer for tens of thousands of daily commuters seeking a faster, more reliable, high-capacity alternative to navigating local streets and freeways by car to commute between these two major urban centers. The $8.2 billion construction project is funded by Measure R and Measure M, the transportation sales taxes approved by L.A. County voters in 2008 and 2016 respectively. It will be built in three separate phases, with ultimate construction completion slated for 2027, in time to provide traffic relief to international spectators as well as residents planning to attend the 2028 Olympic and Paralympic Games in Los Angeles.

The first phase, now approximately 45 percent complete, will extend four miles between Wilshire/Western and Wilshire/La Cienega and will be operational by 2023. Tunnel boring machines are now burrowing underneath Wilshire Boulevard.

The second phase of the project will extend the subway another 2.6 miles underneath Beverly Hills and Century City. Station excavation activities have begun, and this segment is scheduled to open in 2025.

The third and final phase of the subway will again extend the line another 2.6 miles from Century City to Westwood and is scheduled for completion in 2017. The first two project phases have received their portion of federal funding. Metro anticipates receiving a federal grant agreement to fund the final portion of the project later this year. Construction of this phase would also begin later this year.

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May – September 2019 Milestone Timeline (Subject to Change)
Section 1:
General tunneling activities underground, at street level at TBM face
General station construction activities
Paleontology

- Late June/Early May: TBMS break through at Wilshire/Western terminus (Metro to provide video b-roll footage)
- Sunday, June 2: Halfway There event marking 50 percent completion of four-mile project segment. Event to be held at La Brea Tar Pits Park in the Mid-Wilshire District.

Section 2:

- June: Piling Begins at Wilshire/Rodeo Station
- June 17-24: TBM Naming/Unveiling Event in Century City

Section 3:

- August: Full funding grant agreement announcement
- Ongoing: Removing giant utility vault at Wilshire/Westwood Boulevards as part of advanced utility relocation work.

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SPECIAL CONDITIONS FOR LOCATION FILMING IN DOWNTOWN LOS ANGELES
(Standard Filming Requirements continue to apply where not superseded below)

1. DEFINITION OF TERMS

a. Downtown Los Angeles, for the purposes of these conditions, shall be defined as the area North to South from the 101 Freeway to the 10 Freeway; East to West from the Los Angeles River to the 110 Freeway.

b. The Downtown Los Angeles Neighborhood Council boundaries (**DLANC boundaries**), for the purpose of these conditions, shall be defined as bordered on the North and East at the 101 Freeway from the 110 Freeway east to Los Angeles Street, south to 4th Street, east to Alameda Street, south to 7th Street, east to the Los Angeles River; on the South by the 10 Freeway from the 110 Freeway to the Los Angeles River; on the West by 110 Freeway from the 10 Freeway to the 101 Freeway. (This area is the same area as defined above as Downtown Los Angeles, but excludes the Little Tokyo and Arts District neighborhoods.)

c. Residential buildings shall be defined as any building with legal residential occupants (mixed-use, adaptive reuse, artist-in-residence (A.I.R.), SROs, residential hotels, condominiums and apartment buildings). DLANC will maintain an accurate and contemporary listing of all residential buildings showing a 100-foot radius from each building so as to identify any areas both inside and outside of that radius.

d. The Broadway Entertainment District (aka Broadway Theatre District), for the purposes of these Conditions, shall be defined north to south as Broadway from 3rd Street to Olympic Boulevard, and east to west from Frank Court to Lindley Place (aka St. Vincent Alley Court), or the equivalent mid-block point to either of these alleys where the alley is not present, including any theater loading facilities, defined as any public or private surface parking lot, parking garage, public street or curb area adjacent to, or utilized by, a theater. If, in the future, the City adopts an ordinance with regulations governing filming in this area, such regulations shall supersede these Filming Conditions.

e. The Old Bank District residential overlay, for the purposes of these Conditions, shall be defined as the area bound by South Spring St., West 5th St., West 4th St., and Werdin Pl.

2. FILMING STANDARD HOURS AND DAYS

a. Filming activity, or any production-related activity including but not limited to activities such as base camps, catering, generators, etc., within the **DLANC boundaries** is restricted to the hours of 6:00 a.m. to 11:00 p.m. within a 100-foot radius of any residential building. Filming activity in the **Broadway Entertainment District** is restricted to the hours of 6:00 a.m. to Midnight within a 50-foot radius of any residential building. **Old Bank District** is restricted to the hours of 7:00 a.m. to 10:00 p.m. within a 100-foot radius of any residential building**.** No extension of the standard filming hours for

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filming or any disruptive production-related activity shall be allowed until a signature survey has been properly submitted. Proof of signature surveys shall be made available to DLANC upon request.

b. No film permits may be issued along Main and Spring Streets from 2nd to 9th Streets, or on any block of 2nd through 9th Streets between Los Angeles and Spring during the Downtown Art Walk, currently held on the second Thursday of each month. Filming inside of private buildings or entirely on private property during this time is permitted so long as there are no external impacts.

c. No filming may be conducted in close proximity to major public events anywhere in Downtown Los Angeles as permitted by the LAPD, or identified with 30 days notice to the City's Designated Film Permit Contractor by DLANC. Film permits may be considered in light of major public events on a case-by-case basis so long as their issuance will not cause further disruption to Downtown businesses and residents during such events.

3. RESIDENTIAL AND MERCHANT PROTECTIONS IN THE DLANC BOUNDARIES

a. A film permit may include no more than 300 feet of curb lane per city block for the parking of film production vehicles, crew or equipment. Requests for additional amounts of curb lane shall require a signature survey. The **Broadway Entertainment District** is exempt from this restriction.

b. Production personnel (and equipment utilized by the production company) shall not block the sidewalk area in front of an open commercial business or a residential building, including residential patios, windows, doorways, or entryways, unless the production company has secured the permission of the merchant and/or property owner. Where the commercial business is one that is primarily open in the evening and nighttime hours, the production company, their cast and crew may not block the access to and signage of such establishment (as seen from the street), without permission of the merchant and/or property owner during the hours of operation of the business.

c. Customers, employees, residents, and guests of affected properties shall be allowed free ingress/egress to all buildings, merchants, and parking facilities. Arrangements shall be made to ensure access to deliveries, trash pickup, residential move-in/move-out, and vendor access to the properties/merchants during productions.

d. All commercial businesses must prominently post hours of operation and contact phone numbers, and residential buildings must have a designated contact person authorized to give permission. Special events held by commercial businesses, outside of normal business hours, must also be posted in advance, and production companies must provide full access and visibility during such events.

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4. NOISE, FUMES, AND LIGHTING WITHIN THE DLANC BOUNDARIES

a. Generators, portable toilets or toilet vehicles, and outdoor food preparation using charcoal or gas grills must be a minimum of 50 feet (horizontally) from any residential window or entrance. If it is physically impossible for a generator to be a minimum of 50 feet from residential windows or entrances, the generator shall be placed as far away as possible and vented away from residential windows and entrances. However, under no circumstances shall a generator be placed directly underneath a residential window.

b. Film productions must focus lighting on the filming area only and make every effort to shield the lighting from adjacent properties, pedestrians, and patrons of commercial businesses at all times. Exceptional lighting (e.g., Musco and Bebee lighting) outside of regular filming hours shall not be allowed without a signature survey of the affected merchants and/or property owners. **Signature survey shall be required for Exceptional lighting within the Old Bank District between the hours of 6:00 p.m. and 6:00 a.m.** Under no circumstances shall lighting be directed onto oncoming traffic.

c. Film production companies are required to completely remove all trash, food, and cardboard boxes, etc. from the general vicinity at the end of each filming day. Film production companies will be held responsible for the actions of catering companies they employ to provide food for the cast and crew.

5. SPECIAL REQUESTS AND EXCEPTIONS REVIEW AND NOTIFICATION WITHIN THE DLANC BOUNDARIES

a. Helicopters shall not be granted permits for landing at non-certified helipads before and after approved filming hours. All aerial filming productions must provide upon request a copy of an approved FAA Form 7711-2, or other official waiver, along with a copy of the briefing on the flight operations for all participating persons or property.

b. No film permit shall be construed as a waiver of 14 CFR § 91.119, 14 CFR § 91.515(a) or 14 CFR § 91.303(e), dictating federal flight altitude regulations, for purposes of non-participating persons or property (see attachment).

c. Notification beyond the standard 500-foot radius will be made to affected residents and merchants for high impact activity that is likely to cause interference with adjacent properties of people such as car chases, simulated gun fire, explosions, screams for help and other loud noises, helicopter activity, road closures or other such exceptional activities that might cause a police response to the filming location. High impact filming activity must be preceded by notifications at least two days in advance. The City's Designated Film Permit Contractor or the production company shall consult a designated DLANC representative when an applicant requests a permit for high impact filming activity with less than two days notice.

d. Due to the location of building air intake systems on Lower Grand Avenue, no special effects, including smoke, steam or fog, may occur in that area without first obtaining

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clearance from the appropriate building contacts and maintenance engineers. Contact must be made at least 48 hours prior to the proposed effect(s).

6. FILMING-RELATED CONGESTION WITHIN THE DLANC BOUNDARIES

a. The City's Designated Film Permit Contractor will ensure that the impact from filming at recurrently used locations is minimized to the affected residents and businesses.

b. In rush hour restricted lanes, as designated by LADOT, no Intermittent Traffic Control (ITC) shall be permitted during Rush Hours (7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 7:00 p.m., Monday through Friday). No simultaneous closures or ITC of both the Second and Third Street Tunnels will be permitted.

c. Production companies shall request the posting of "no parking" signs, lane or street closures with LADOT for the day(s) that they are "on site" only. When closures are not necessary for the day(s) requested, production companies shall report the changes to the City's Designated Film Permit Contractor, who shall notify LADOT, who must revise and/or remove parking signs, as necessary.

d. Production companies must provide adequate detour and directional signage when street closures are in place, conforming to current LADOT standards and practices. Detour routes must accommodate large, semi and tractor trailer trucks and public transit vehicles.

7. ENFORCEMENT OF CONDITIONS

a. In accordance with the terms of their work permit issued from LAPD, off-duty or retired police officers must, upon reporting to a work site, review and ensure compliance with conditions outlined on the filming permit. Officers shall ensure compliance with arrival and departure time, and shall not allow any activity or conduct that is in violation of local or state law, nor allow any filming condition that is not authorized by the permit. Variations from the requirements of the permit are not allowed unless approved by an authorized representative of the City's Designated Film Permit Contractor.

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SPECIAL FILMING CONDITIONS
THE ARTS DISTRICT

The Special Film Conditions described below will be included in the terms and conditions of permits issued for filming in this area and are in addition to the standard terms and conditions applicable to filming permits generally. While these Special Filming Conditions will be included as terms if a permit for filming in this are is issued, they are not intended to, and do not, establish the criteria or standards for determining whether or not a particular permit(s) will be issued for this area. The decision whether or not a particular permit(s) will be issued is vested in the discretion of the appropriate City or County department or their designees (including FilmL.A.), to be exercised consistent with public health, safety and general welfare, and applicable land-use ordinances.

This is a mixed-use area that includes manufacturing facilities, warehouses, artists/artisans and residents. These Special Conditions apply to the area roughly between 1st Street and 7th Street and between Alameda Avenue and the LA River. Within the past ten years, this area has experienced an influx of permanent residents into what was predominantly a light to heavy manufacturing zone for over 75 years.

The motion picture industry has amicably co-existed with the businesses and residents of this area for decades and desires to continue to do so. These Conditions are designed to promote cooperation between film companies, local businesses and residents so that each group can effectively utilize this diverse area. Violation of any of the conditions as outlined below may result in permit revocation or other administrative action.

- Affected residents/merchants and businesses must be notified at least two days in advance of the first day of filming or the first day of any substantial set preparation for productions that:
  - Request parking restrictions on the following public streets: Traction Avenue, East 2nd Street (except Alameda Street to Garey Street), East 3rd Street, Vignes Street, Molino Street (Palmetto Street to 4th Street only)
  - Request a street closure
  - Involve any special effects, gunfire, audible playback, helicopter activity, or other disruptive activities
  - FilmL.A. or the production company shall consult a designated community representative when an applicant requests a permit with less than two days notice under the above circumstances
- Posting on more than one side of Traction Avenue, East 2nd Street (except Alameda to Garey), East 3rd Street (except Vignes to Santa Fe), Vignes Street, Molino from 4th Street to Palmetto, Hewitt from Palmetto to 4th Street, 4t Street from Colyton to Molino requires a notification to a designated person in the building where alternate parking is not provided. Posting on both sides of the above streets is allowed without signatures on Sundays.
- When "No Parking" signs are posted on both sides of Hewitt between 4th Street and Traction Avenue, Art Share (213-687-4278) and Bedlam (213-909-1512) must be notified.
- Posting for equipment and/or picture, other than the streets listed above, will be reviewed on a street by street basis and may not exceed 450 linear feet. Additional posting may be granted if there is a majority of support from affected residents/businesses/merchants, and indicated on the permit. After filming is completed, companies are requested, as a courtesy (only LADOT is to touch the posting signs), to turn all "No Parking" signs around so that they face the opposite direction.

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- Companies must provide adequate detour and directional signage when street closures are in place, conforming as much as possible to current LADOT standards and practices. Detour routes must accommodate large, semi and tractor trailer trucks.

- The Arts District is home to many art gallery openings and live, local theater. When the following locations are directly impacted, notification is required if in conflict with a scheduled event at the Downtown Playhouse (929 E. 2nd Street 213-626-6909) and Art Share LA (801 E. 4th Place 213-687-4278).

- Productions filming near residential buildings after midnight or before 6:00am are required to notify designated representatives of the proposed activity. Contact information for building representatives will be made available on request from the community filming liaison (Jonathan Jerald 213-814-7164).

- Crew with walkie-talkies must wear headsets when filming after 12:00 am and before 6:00 am.

- Changeable Message Signs (CMS) will be required on the day(s) of filming activity that requires a full closure on the 1st, 4th and 6th Street Bridges. CalTrans/LADOT approved notification signs are sufficient and must be in place in advance of filming activity and must include the dates and times of closures.

- Cast/Crew are not permitted to park on the area streets. Off-street parking must be provided for personal vehicles.

- Generators are to be placed as far away from residential buildings as possible. Placement will be considered on a case-by-case basis.

- Production companies are required to completely remove all trash, food, cardboard boxes, etc. from the general vicinity at the end of each filming day. Production companies will be held responsible for the actions of the catering companies they employ to provide food for the cast and crew.

- Food should not be given directly to the homeless persons in the area. Production companies wishing to help the homeless should do so though one of the service providers in the downtown area.

- FilmL.A will monitor frequency and look for ways to mitigate the impacts of filming prior to placing a location off limits.

- Unless a signature survey is completed, the west side of Mateo Street between 4th Place and Palmetto Street must be kept clear of equipment, vehicles, condors and lights. This area, however, may be used for camera placement between the hours of 7:00 am and 10:00 pm only.

- When filming take place after 10:00 pm or before 7:00 am, generators are to be placed as far as possible away from residential buildings and lights are to be screened to avoid disturbing nearby residents.

- The Molino Loft buildings (500 and 530 Molino Street) and Marc Free should be notified (310-871-2652) for filming activity or parking restrictions along 4th Place between Molino and Mateo [the curve].

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- Due to the mixed use nature of the neighborhood, productions wishing to utilize space along the west side of Santa Fe Ave. between 2nd and 3rd Streets and the north side of 3rd Street from Santa Fe Avenue to west 100 feet must obtain a signature from Valerie Mitchell or designated representative (213-687-3987).

- Frequent filming in the area of Vignes and 2nd Streets along with the high demand for parking in the area requires that posted "No Parking" on Vignes Street between 1st Street and 2nd Street shall be limited to no more than 200 feet, unless alternate parking or notification are provided to a designated representative from the building.

- The area near 3rd and Traction Avenue is home to many small businesses that have greatly helped to develop the area. In order to be sensitive to these businesses it is necessary for production companies to obtain signatures from the following businesses when there are filming activities or parking on the 700 block of 3rd Street between Traction Avenue and Hewitt Street: Zip Fusion- Jason Ha (744 E. 3rd Street, 213-680-3770); Lakich Studio-Lily Lakich (704 Traction Avenue, 213-620-8641); Ay Carrumba (714 Traction Avenue, 213-620-0274); Wurstkuche Sausage Grill- Joseph Petruzulli (800 E 3rd St, 213-667-4444); Blue Dahlia (738 E 3rd St, 213 613-0621)

- Outdoor food preparation using charcoal or gas grills must be at least 100 feet away from any residential building.

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